ಬೆಂಗಳೂರು ಮೆಟ್ರೋ ರೈಲ್ ನಿಗಮ ನಿಯಮಿತ
BANGALORE METRO RAIL CORPORATION LIMITED

BANGALORE METRO RAIL CORPORATION LTD

(A joint venture of Government of India and Government of Karnataka)

O&M Wing, Baiyappanahalli Depot,

Bangalore-560038, Karnataka, India

Telephone : 080 - 25191038

Tender document for

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF BATTERY CHARGERS AND UPS

FIRST ELECTRONIC DOCUMENT

QUALIFICATION CUM TECHNICAL PACKAGE

Tender reference	BMRCL/O&M/BC/2024-25/02
Period of sale of tender document	30 days
Last date for sale of tender document	As per Date and Time specified in Karnataka Public Procurement Portal (eProcurement Portal)
Last date and time for receipt of tenders	
Time and date of opening of tenders	
Place of opening of tenders	Online through Karnataka Public Procurement Portal (eProcurement Portal)
Address for communication	Office of the Manager (Traction), Bangalore Metro Rail Corporation Limited, Metro Rail Depot, Peenya, Ravi Kirloskar Hospital Road, Peenya 1st Stage, Bangalore – 560058, Karnataka, India Ph No.: 080-25191038

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SECTION 1: INVITATION FOR TENDERS (IFT)

Tender ref No.: BMRCL/O&M/BC/2024-25/02

1. Bangalore Metro Rail Corporation Ltd invites tenders from eligible tenderers (Single stage - Two Cover System), for the works detailed in the Table below through Karnataka Public Procurement Portal (e-Procurement Portal) of e-Governance Department, Govt. of Karnataka (https://kppp.karnataka.gov.in). The tenderers may submit tenders for the works given in the Table.

2. Tenders must be submitted electronically through Karnataka Public Procurement Portal / e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement Portal.

3. Tenders must be accompanied by earnest money deposit specified for the work in the Table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days **beyond** the validity of the tender.

4. A Pre-tender meeting will be held on the Date and Time Specified in e-procurement portal at the office of Bangalore Metro Rail Corporation Ltd (O&M Wing), Baiyappanahalli Depot, Administrative Building, Near NGEF Signal, Old Madras Road, Baiyappanahalli, Bangalore- 560038, Karnataka, India. Email : prasadsindhanakeri@bmrc.co.in Ph No 080 – 25191038, to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in Clause 8.2 of 'Instructions to Tenderers' of the tender document.

5. Other details can be seen in the tender documents.

TABLE-1

Tender ref No	Name of work	Earnest Money Deposit	Period of Contract	Tender Validity
1	2	3	4	5
BMRCL/ O&M/BC/ 2024-25/02	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF BATTERY CHARGERS AND UPS	₹ 2,88,000/-	05 Years	120 days

Seal of office

-x-x-x-

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. GENERAL

1. Scope of Tender

1.1 BMRCL (Referred to as Employer in these documents) invites tenders following Single stage - Two Cover System procedure, from eligible Tenderers, for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or Government of India.

2.1.1 The Bidder should not have been blacklisted / debarred / declared ineligible for award of contract by any Government / Government undertaking / semi-Government / Govt. Controlled Institutions/ projects in India, during last five (5) years. Also, the Bidder should not have rescinded the work after award of the Contract during last five (5) years. The Bidder shall provide an Undertaking as provided at **Additional Document–1** detailed under Section 10 : Additional Documents

Note: Last five (5) years shall be counted from 28 days prior to the date of submission of the Bid.

2.1.2 The Bidder shall provide an Undertaking as provided at **Additional Document – 2** detailed under Section 10 : Additional Documents

2.2 **Countries sharing land border with India**

2.2.1 Any Bidder from a country which shares a land border with India will be eligible to bid in this bid, only if the Bidder is registered with the Competent Authority. The Competent Authority for registration will be the Registration Committee constituted by the Department for Promotion of Industry and Internal trade (DPIIT). For details refer to order (Public Procurement No.1) F.No.6/18/2019-PPD dtd.:23/07/2020, MoF, Dept. of Expenditure, PPD and its latest amendments.

2.2.2 This clause will not apply to Bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

2.2.3 All the participating Bidders are mandatorily required to submit a certificate along with the bid regarding their compliance with this clause/order in regard to restrictions of procurement from the Bidders from countries sharing land borders with India as per the format included in **Additional Document – 3** detailed under Section 10 : Additional Documents. If such certificate given by a Bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

2.2.4 Tenders from Joint ventures are not acceptable.

3. Qualification of the Tenderer

3.1 Work Experience

3.1.1 Tenderers who meet the below specified minimum Qualification Criteria will only be qualified.

a. Original Equipment Manufacturers (OEM) who have Experience in Manufacture of Battery Chargers of rating 110 V DC, 50 A & above and supplied to at least 36 no's of Sub Stations in Railway Stations/Metro Stations/ Energy Utility Sector, where each Sub Station is Equipped with Battery Chargers of qty at least 02 no's in a period of Last Seven (7)^ years.

or

b. EPC Contractors who have Experience in Supply, Erection, Testing and Commissioning of Battery Chargers of rating 110 V DC, 50 A & above in at least 36 no's of Sub Stations in Railway Stations/Metro Stations/ Energy Utility Sector, where each Sub Station is Equipped with Battery Chargers of qty at least 02 no's in a period of Last Seven (7)^ years.

or

c. Contractors who have Minimum Two (02) Years of Experience in AMC of Battery Chargers of rating 110 V DC, 50 A & above in at least 36 no's of Sub Stations in Railway Stations/Metro Stations/ Energy Utility Sector, where each Sub Station is Equipped with Battery Chargers of qty at least 02 no's in a period of Last Seven (7)^ years.

3.1.2 The Tenderer should demonstrate with valid document, having a tie up with the OEM/ authorised channel partners of OEM of Switch gears i.e. Dubas make, to provide support for supply of Spares.

3.2 Satisfactory Work Completion

The Tenderer should have successfully completed / substantially completed satisfactorily, similar* works during the last Seven (7)^ years in Railway Stations/Metro Stations/ Energy Utility Sector, as under

i. One Similar work of value more than INR 30.76 Lakhs

or

ii. Two Similar works of value more than INR 19.23 Lakhs

or

iii. Three Similar works of value more than INR 15.38 Lakhs

*Similar work means

a. Manufacture and Supply of Battery Chargers of rating 110 V DC, 50 A & above in Sub Stations in Railway Stations/Metro Stations/ Energy Utility Sector

or

b. Supply, Erection, Testing and Commissioning of Battery Chargers of rating 110 V DC, 50 A & above in Sub Stations of Railway Stations/Metro Stations/ Energy Utility Sector

or

c. AMC of Battery Chargers of rating 110 V DC, 50 A & above in Sub Stations of Railway Stations/Metro Stations/ Energy Utility Sector

Note:

1) *The Tenderer should submit the Work experience certificate issued by the client for having executed the works.*

2) *'Satisfactory completion' means Substantial completion of **50%** or more work under the contract.*

3) *^The last Seven (7) years means the last Seven (7) years counted 28 days prior to date of Tender Submission.*

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3.3 **Financial Capabilities**

Each Tenderer should further demonstrate:

a) **Annual Turnover:** Achieved a minimum annual financial turnover of INR 76 Lakhs in at least two of the last five financial years. (i.e., FY 2020-21 to FY 2024-25). The Bidder shall furnish Turnover Certificate and Financial data certified by Practicing CA as per **Additional Document – 4** detailed under Section 10: Additional Documents.

b) **Liquidity:** Access to Liquid Assets and /or availability of credit facilities of not less than Rs.9.61 Lakh (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement, etc.). The Tenderer shall furnish Banker's Certificate as per Clause 1.7 of Section 3: Qualification Information.

c) **Net Worth:** As a minimum requirement, the Tenderers net worth, calculated as defined in **Additional Document – 4 (**detailed under Section 10: Additional Documents) should be positive for the last Two (02) financial years.

Subcontractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the Qualifying Criteria

3.4 **Local Content & Purchase Preference**

3.4.1 Since, this Tender is for AMC, there is no restriction of local content. However, the Tenderer shall provide an undertaking that the local content towards manpower meant for AMC shall be 100%.

3.4.2 Further, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this Tender process during the period of the debarment

3.5 The Tenderer shall furnish details as per Additional Document 6 & 7 detailed under Section 10 : Additional Documents, failing which their Tenders are liable for rejection

3.6 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria.

3.7 In the case of the death of a contractor after executing the agreement/ commencement of the work, his legal heir, if an eligible registered contractor and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

3.8 The Tenderer shall furnish details as per Additional Document 6 & 7 detailed under Section 10 : Additional Documents, failing which their Tenders are liable for rejection

3.9 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.10 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

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4. One Tender per Tenderer

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. TENDER DOCUMENTS

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 First and Second Electronic Document should be completed and submitted with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by mail at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be uploaded in e-procurement portal, including a description of the enquiry but without identifying its source.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at the place indicated at Cl 4 of IFT on the date & time indicated on e-procurement portal.

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by mail to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded in e-procurement portal. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be uploaded in e-procurement portal.

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9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. PREPARATION OF TENDERS

10. Documents comprising the Tender

10.1 The Tender duly filled & signed and submitted by the Tenderer shall be in Two (2) Electronic Documents in e-procurement platform and shall contain the documents as follows:

10.1.1 First Electronic Document:

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 2 & 3

(c) Documents as per Section 4 & 10;

10.1.2 Second Electronic Document:

(a) Priced Bill of Quantities (Section 9); and no hardcopy of commercials should be attached or disclosed elsewhere

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 2, 3, 4, 6, 9 and 10 shall be filled in without exception.

10.2 **Original Documents (Hardcopy):**

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.3:

(a) Tender Security/Earnest Money Deposit (EMD), as per clause 13,

(b) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 14,

(c) All uploaded documents

(d) Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection

10.3 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line-item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, except GST shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall not be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than no. of days as indicated in column 5 of the Table-1 of IFT, after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by mail. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit in the amount as shown in column 3 of the Table-1 of IFT for this particular work. This earnest money deposit shall furnished in the following mode

(a) Online payment through e-Procurement portal, or

(b) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the format prescribed at Section 11.

* *In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

The issuing *Bank shall send the SFMS as detailed under to:*

Name: BANGALORE METRO RAIL CORPORATION LTD.,

Name of the Bank: BANK OF INDIA

Branch: CANTONMENT BRANCH, BENGALURU.

Account No.: 840420110000739

RTGS/IFSC: BKID0008404

The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted at BMRCL office specified within the time and place mentioned in ITT clause 16.3. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 16, the Tender will be summarily rejected.

The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.

In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected

The Tenderer shall seal and submit the documents (hard copy) at BMRCL office within 5 days from the last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation

(c) Fixed Deposit Receipt in favour of the Employer, M/s Bangalore Metro Rail Corporation Ltd

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 Return of EMD

(a) The Earnest Money Deposit of unsuccessful Tenderers will be returned within 30 days of declaration of result of First Stage i.e., Technical Evaluation.

(b) Upon Letter of Acceptance being signed / received through mail returned by the Successful Tenderer and on submission of Performance Security [BG/e-BG], BMRCL will promptly discharge / return the Tender Security/EMD to Technically qualified Tenderers.

(c) The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.5 The earnest money deposit may be forfeited:

i) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

ii) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24;

iii) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

iv) sign the Agreement; or

v) furnish the required Security deposit

13.6 **Exemption to MSEs:**

(a) Notwithstanding above, Micro and Small Enterprises (MSEs) registered with NSIC under a single point vendor registration scheme / having a valid Udyam Registration Certificate are exempted from payment of Earnest Money Deposit (EMD).

(b) However, the Tenderer who claim these benefits shall submit a valid copy of such Registration Certificate issued by the concerned Authority along with the Tender submittals, failure of which, the Tender is liable for rejection

(c) The Tenderer shall furnish Tender Securing Declaration as per **Additional Document 7,** failing which the Tenders are liable for rejection

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14. Format and signing of Tender

14.1 The Tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where entries or amendments have been made shall be initialed by the person signing the tender

14.2 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. SUBMISSION OF TENDERS

15. Sealing and marking of tenders

15.1 The Tenders shall be submitted online through Karnataka Public Procurement Portal (eProcurement Portal)

16. Deadline for submission of the Tenders

16.1 Tenders must be submitted online through Karnataka Public Procurement Portal (eProcurement Portal) on or before the date and time specified in the eProcurement Portal and in time submission of Tender is the responsibility of the Tenderer.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

16.3 Original Documents to be submitted in hardcopy:

The Tenderer shall seal and submit the documents (hard copy) at BMRCL office within 5 days from the last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of “acknowledgement from Employer/eProcurement Portal”.

The envelope shall bear the following identification:

TENDER NO: ……..

ORIGINAL SUBMITTALS OF FIRST ELECTRONIC DOCUMENT (QUALIFICATION CUM TECHNICAL PACKAGE)

BMRCL Office Address for submission of hardcopy:

To,

Office of the Manager (Traction),
Bangalore Metro Rail Corporation Limited,
Metro Rail Depot, Peenya,
Ravi Kirloskar Hospital Road, Peenya 1st Stage,
Bangalore – 560058, Karnataka, India
Ph No.: 080-25191038

16.4 The Tenderers can submit the hard copies by ‘Speed Post’ or ‘in person’ at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy

17. Late Tenders

17.1 In e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.

18. Modification and Withdrawal of Tenders

18.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

18.2 Tenderer may cancel/modify their bids online before the deadline for submission of bids

18.3 No Tender may be modified after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

18.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. TENDER OPENING AND EVALUATION

19. Opening of Tenders (First Electronic Document) and evaluation to determine qualified Tenderers

19.1 The Employer will open the Tenders Online through Karnataka Public Procurement Portal (eProcurement Portal)

20. Opening of Tenders (Second Electronic Document) of qualified Tenderers and evaluation

20.1 The Employer will open the Second Cover of Qualified Tenderers only through Karnataka Public Procurement Portal (eProcurement Portal) online.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22. Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer’s estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

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F. AWARD OF CONTRACT

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Award") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Award. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Award, the successful Tenderer shall deliver to the Employer a Security deposit (Performance Security) in any of the forms given below for an amount detailed below for this particular work.

In the first year, the Security Deposit for the value of 5% of the Contract value shall be provided. Thereafter, for the remaining years, the Security Deposit value of 5% of the Contract value of the balance Contract period shall be maintained year-on-year, throughout the contract period of 5 years (Security Deposit value reducing YoY). In case the Performance Security is submitted in the form Bank Guarantee, then the Validity of BG shall be 6 months beyond the respective year completion date.

Note : Security deposit for the 1st Year shall be returned only upon receipt of Security Deposit for the 2nd Year and same pattern shall be followed for the subsequent Years till the End of Contract Period.

- Banker’s cheque/Demand draft,/Pay Order in favour of Bangalore Metro Rail Corporation Ltd payable at Bangalore.
- A bank guarantee in the format given in Section 11;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30. Advance Payment and Security

30.1 The Employer will not provide any advance payment on the contract price.

31. Corrupt or Fraudulent practices

31.1 The GOK requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK:

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

-x-x-x-

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer [Attach copy]

Place of Registration _____

[Attach copy]

Principal place of business _____

1.2 Tenderer details to meet the qualification requirement specified in ITT Clause 3.1

SN	Tenderer Name	The Tenderer shall clearly specify the applicable sub-clause of ITT Clause 3.1, under which the Tenderer claims compliance with Qualification Criteria	Description of the document submitted towards which the Tenderer claims compliance with Qualification Criteria ITT Clause 3.1
1	2	3	4

1.3 Details of works completed to meet the qualification requirement specified in ITT Clause 3.2

SN	Name of the Employer & Description of the work	LOA/ WO No & date	Contact no (Engineer in charge)	Value of Contract	Date of commencement of work	Status (Ongoing / Completed)	Value of works completed
1	2	3	4	5	6	7	8

1.4 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years

1.5 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded

1.6 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

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1.7 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. is a reputed company with a good financial standing. If the contract for this work, namely (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above contract

Sd/-

Name of the Bank,

Senior Bank Manger

Address……..

-x-x-x-

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

FORM OF TENDER

(letterhead paper of the Tenderer)

Description of the Works: _____

To

Bangalore Metro Rail Corporation Ltd (O&M Wing)
Baiyappanahalli Depot, Administrative Building,
Near NGEF Signal, Old Madras Road, Baiyappanahalli,
Bangalore- 560038, Karnataka, India

Dear Sir/Madam,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

Yours faithfully,

Authorized Signature: _____

Name & Title of Signatory: _____

Name of Tenderer: _____

Address: _____

_____

LETTER OF AWARD OF CONTRACT

(letterhead paper of the Employer)

_____[date]

To:_____

[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit in terms of Clause 25.5 of ITT, in the form and amount detailed in Clause 29.1 of ITT within 20 days of the receipt of this Letter of Award and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory Name of Agency

ISSUE OF NOTICE TO PROCEED WITH THE WORK

(letterhead of the Employer)

To ———— (date)

———————————— (name and address of the Contractor)

_____

_____

Dear Sirs,

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the works of ————————a Tender Price of Rs.————————, you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

Signature, name and title of signatory authorized to sign on behalf of Employer

.

AGREEMENT FORM

This agreement, made the _____day of_____20_____

Between_____[name and address of Employer] _____

(hereinafter called "the Employer") of the one part and _____[name and address of contractor]_____ (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute _____[name and identification number of Contract] _____(hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works at a contract price of Rupees..... [amount in words and figures]

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Award;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications and Scope of Work;
   - vii) Drawings;
   - viii) Bill of Quantities / Price Schedule; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of_____

was hereunto affixed in the presence of: _____

Signed, Sealed and Delivered by the said _____

in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____-

x-x-x-

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SECTION 5: CONDITIONS OF CONTRACT

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A. GENERAL

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Tender.

b) **Compensation events are** those defined in Clause 38 hereunder.

c) The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.

d) The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

e) The **Contract Data** defines the documents and other information which comprise the Contract.

f) The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

g) The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.

h) The **Contract price** is the price stated in the Letter of Award and thereafter as adjusted in accordance with the provisions of the Contract.

i) **Days** are calendar days; **months** are calendar months.

j) A **Defect** is any part of the Works not completed in accordance with the Contract.

k) The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.

l) The **Employer** is the party who will employ the Contractor to carry out the Works.

m) Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

n) The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Award.

o) The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.

p) **Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

q) **Plant** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

r) The **Site** is the area defined as such in the Contract Data.

s) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

t) The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

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u) A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

v) A **Variation** is an instruction given by the Employer which varies the Works.

w) The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement

(2) Letter of Award, notice to proceed with the works

(3) Contractor's Tender

(4) Contract Data

(5) Conditions of Contract

(6) Specifications and Scope of Work

(7) Drawings

(8) Bill of quantities / Price Schedule and

(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 The Contractor may subcontract with the approval of the Employer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

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9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) for the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 Insurance to be taken for the Contract period by the Contractor

The Contractor shall at its expense take out and maintain in effect, or cause to be taken out and maintained in effect, during the performance of the Contract, the insurances set forth below in the sums and with the deductibles and other conditions specified. The identity of the Insurers and the form of the policies shall be subject to the approval of the Employer, who shall not unreasonably withhold such approval.

1. **Third Party Liability Insurance:**

Covering bodily injury or death suffered by third parties (excluding the Employer's Personnel) and loss of or damage to property (excluding the Employer's property) occurring in connection with and during the Contract period

Sum Insured Amount (in currency(ies))	Deductible limits (in currency(ies))	Parties insured (Names)	From (Place)	To (Place)

Such Insurance Policy shall be taken out by the Contractor at its expense and maintained in effect, or cause to be taken out and maintained in effect, during the performance of the Contract. Indemnity limit of such Insurance shall be taken out for 10% of the Contract value (aggregate contract value for the Contract Period). The Insurance so taken and maintained can be on year-to-year basis for the Contract period or for the entire period of the AMC Contract, at the discretion of the Contractor.

2. **Insurance for contractor's personnel - Employees Compensation Insurance Policy**

The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractors personnel.

The Insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the contractor or any other of the Contractor's personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or of the Employer's Personnel.

The Insurance shall be maintained in full force and effect during the whole time that these Personnel are assisting in the execution of the works. For a Sub-contractor's Employees, the Insurance may be effected by such Sub-Contractor but the Contractor shall be responsible for compliance with this clause.

The policy shall be:

i) In the joint names of the Employer (Principal) and Contractor;

ii) For Total Wages of Workers;

iii) Cover all the workmen of the Contractor;

iv) In force till the completion of the project/contract;

v) Include cover for medical expenses incurred on account of an accident or injury sustained by the workmen in the course of and during the employment;

vi) Include cover for Liability as per Fatal Accidents Act and Common Law.

The Sub-Contractor while talking the Insurance shall include Employer (Principal) and the Contractor's name and cover for the total wages of workers engaged by them. Such Insurance shall include cover for medical expenses incurred on account of an accident or injury and shall also include cover for Liability as per Fatal Accidents Act and Common Law. The Contractor shall be responsible in collecting the Insurance Policy from the Sub-Contractor and submit the same to the Employer.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

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13.4 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.

15. Queries about the Contract Data

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to carry out the Works

16.1 The Contractor shall carry out the Works in accordance with the Specification and Scope of Work.

17. The Works to be completed by the Intended Completion Date

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Completion Date.

18. Approval by the Employer:

18.1 The Contractor shall obtain Approval of the Employer for carrying out the works as per contract.

19. Safety

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes

24.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence Conciliation, as hereinafter provided, as to the matter in dispute, and no Conciliation process in respect of this matter may be commenced unless such notice is given

.

24.3 Any dispute or difference in respect of which a notice of intention to commence Conciliation has been given in accordance with this Clause shall be finally settled by Conciliation. Conciliation may be commenced prior to or after completion of the Contract

24.4 Conciliation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC

24.5 Notwithstanding any dispute herein,

a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b. the Employer shall pay the Contractor any monies due to the Contractor

B. TIME CONTROL

25. Program

25.1 Within the time stated in the Contract Data the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations and Compensation Events.

26. Extension of the Intended Completion Date

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management meetings

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. QUALITY CONTROL

29. Identifying defects

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect

.

30. Tests

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of defects

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the contract Defects Liability Period, which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected defects

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. COST CONTROL

33. Bill of Quantities (BOQ)

33.1 The BOQ/Price Schedule shall contain items for the work to be done by the Contractor.

33.2 The BOQ/Price Schedule is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);

(b) Omit any item of work;

(c) Change the character or quality or kind of any item of work;

(d) Change the levels, lines, positions and dimensions of any part of the work;

(e) Execute additional items of work of any kind necessary for the completion of the works; and

(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to BMRCL approval.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any.

.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer’s own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments, other recoveries in terms of the contract and taxes, at source, as applicable under the law. The Employer shall as far as Possible pay the Contractor the within 60 days of submission of bill. The Contractor shall be liable to pay liquidated damages for shortfall in progress.

For Progress beyond the agreed programme, payment is subject to availability of the grants.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

38. Compensation events

38.1 The following are Compensation events unless they are caused by the Contractor:

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(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

(b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

(c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

(d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

(e) The effect on the Contractor of any of the Employer's Risks.

(f) The Employer unreasonably delays issuing a Certificate of Completion.

(g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Tax

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes except GST that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

40. Price Adjustment

Not Used

41. Liquidated damages

41.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Contract Data for each week that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

41.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

42. Advance Payments

42.1 No Advance Payment shall be made to the Contractor

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43. Securities

43.1 The Security deposit (including additional security for unbalanced tenders) shall be provided to the Employer no later than the date specified in the Letter of Award and shall be issued in an amount and form and type of instrument acceptable to the Employer. The Security deposit shall be valid until a date 60 days from the date of expiry of contract.

44. Cost of Repairs

44.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. FINISHING THE CONTRACT

45. Completion

45.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

46. Taking over

46.1 The Employer shall take over the Site and the Works on the date of Expiry of Contract.

47. Final account

47.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Contract. The Employer shall issue a Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor’s revised account.

48. As built drawings and /or Operating and Maintenance Manuals

Not used

49. Termination

49.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) the Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) The Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

(d) the Contractor does not maintain a security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the Contract data; and

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(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

(g) For the purpose of this paragraph: “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non- competitive levels and to deprive the Borrower of the benefits of free and open competition.”

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50. Payment upon Termination

50.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51. Property

51.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor’s default.

52. Release from performance

52.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

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SECTION 5: (F) SPECIAL CONDITIONS OF CONTRACT

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1. Labour

1.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

1.2 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with labour regulations

2.1. During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

2.2. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment

3.1. The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

4. Settlement of Disputes

4.1. The dispute settlement mechanism to applied pursuant to GCC Clause 24 shall be as follows:

a. In case of Dispute or difference arising between the Purchaser and a domestic supplier relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996 by Conciliation

b. A Dispute shall be deemed to arise when one party serves a notice in writing (hereinafter called a "Notice of Dispute") within 30 days from the date of rejection of claim by the parties

c. Disputes shall be settled through Conciliation procedures as established by "The Arbitration and Conciliation Act, 1996" and as amended from time to time

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d. Within 60 days of receipt of Notice of Dispute, either party shall refer the matter in dispute to conciliation. Conciliation proceedings shall be initiated within 30 days of one party inviting the other in writing to Conciliation. Conciliation shall commence when the other party accepts in writing this invitation. If the invitation is not accepted, then Conciliation shall not take place. If the party initiating conciliation does not receive a reply within 30 days from the date on which he sends the invitation, he may elect to treat this as a rejection of the invitation to conciliate and inform the other party accordingly. The Conciliation shall be undertaken by one Conciliator selected from a panel of Conciliators maintained by the Employer. The Conciliator shall assist the parties to reach an amicable settlement in an independent and impartial manner

e. The conciliation proceedings shall be terminated:

   i. By the signing of the settlement agreement by the Parties on the date of agreement; or

   ii. By written declaration of the Conciliator, after consultation with the Parties, to the effect further efforts at conciliation are no longer justified, on the date of declaration; or

   iii. By a written declaration of the Parties to the Conciliator to the effect that the conciliation proceedings are terminated, on the date of declaration; or

   iv. By a written declaration of a Party to the other Party and the Conciliator, if appointed, to the effect that the conciliation proceedings are terminated, on the date of declaration

   Upon termination of the conciliation proceedings, the Conciliator shall fix the costs of the conciliation and give written notice thereof to the Parties. The costs shall be borne equally by the Parties unless settlement agreement provides for a different apportionment. All other expenses incurred by a Party shall be borne by that Party

f. The reference to Conciliation shall proceed not withstanding that the Works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, Engineer and the Contractor shall not be altered by reasons of conciliation being conducted during the progress of the Works. Neither party shall be entitled to suspend the work or part of the work to which the dispute relates on account of conciliation and payments to the Contractor shall continue to be made in terms of the Contract

g. In the event that a dispute remains unresolved via the conciliation process, the authorised party may seek judicial recourses

h. Conciliation proceedings shall be held at Bangalore Karnataka, and the language of the Conciliation proceedings and that of all documents and communications between the parties shall be English

i. The decision of the Conciliation shall be final and binding upon both parties. The cost and expenses of Conciliation proceedings will be paid as determined by the Conciliator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself

5. General

5.1. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

6. Categorization of AMC works

6.1. The Population of the Battery Chargers covered under the contract is tabulated below

SN	Description	UOM	Qty
1	Battery Charger for Baiyappanahalli RSS, Mysore Road GIS and Puttenahalli RSS Rating 3 X 110 V, 100 A	Nos	3
2	Battery Charger for R1, R2, R3B, R4, UG1 and UG2 Stations Rating 2 X 110 V, 100 A	Nos	22
3	Battery Charger for R1, R2, R3B, R4, UG1 and UG2 Stations Rating 2 X 110 V, 50 A	Nos	20
4	UPS for Baiyappanahalli RSS, Mysore Road GIS, Peenya RSS and Puttenahalli RSS	Nos	4

6.2. The proposed CAMC contract shall cover

(a) Preventive Maintenance of Battery Chargers and UPS installed in RSS / ASS / TSS stations and depot for entire contract period

(b) The frequency of Preventive Maintenance of Battery Chargers and UPS is Quarterly

6.3. Equipment wise Preventive Maintenance Activities & Schedules are detailed in Proforma Checklists

6.4. Payment shall be released to contractor if the reason for failure is not attributable to the contractor. If the Failure is due to negligence in works, non-performance of the AMC, the cost of replacement shall be borne by the contractor

6.5. The contractor shall submit the root cause of the failure and action taken to avoid recurrence soon after rectification

7. Timings for maintenance activities

7.1. Maintenance of Battery Chargers where redundancy is available can be carried out in off peak revenue hours normally between 11:00 hrs and 16:00 hrs or in non-revenue hours normally between 00:30 hrs and 03:00 hrs

7.2. Maintenance of Battery Chargers at KGWA station and at all Terminal Stations of Each line shall be taken up during non-revenue hours only

7.3. However, Emergency breakdown activities may be carried out any time during the day/ night in consultation with BMRCL

7.4. Contractor shall ensure that in no case maintenance activities affect the Train Operations

7.5. BMRCL reserve the right for changing the maintenance hours due to operational requirement

8. Deployment of staff

8.1. The contractor shall engage and deploy well trained and competent technical personnel to ensure regular preventive maintenance as well as the corrective / breakdown maintenance as per the requirement of the contract to ensure trouble free service throughout the Contract Period

8.2. The maintenance team of the Contractor shall inform the Employer's representative and shall start the work only after obtaining permission from the concerned BMRCL staff / authorized representative

8.3. The Contractor shall ensure that all the staff cited above shall maintain Smart phones with data pack and shall keep the phone active for attending to any call

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9. Safety of workmen

9.1. The Maintenance Staff shall wear Personal Protective Equipment during preventive / breakdown maintenance without fail

9.2. BMRCL shall in no way be responsible for any damage or injury to contractor's man power or their property during the period of maintenance / service and observe all safety precautions

9.3. BMRCL shall not reimburse any payment towards medical expenses for contactor staff, in case of accident/ incident takes place in BMRCL premises

9.4. Contractor shall train the deployed maintenance staff for safety rules during work regularly and before induction into the teams

Fire Precautions

9.5. The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area

9.6. Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers

10. Maintenance Records

10.1. Contractor will have to maintain proper records of all Maintenance activities. The Contractor shall submit weekly, monthly, quarterly, half yearly & yearly plan for the forthcoming maintenance well in advance to the Employer

10.2. Every fault noticed/ reported by the Employer shall be entered in the log book / Mobile Application / Checklist together with the action taken. The fault log book / Mobile Application / Checklist will be maintained as part of the permanent quality assurance record for the equipment and shall be subject to regular inspection by the Employer

10.3. The Preventive and breakdown Maintenance (if any) reports shall be submitted to the Employer on a quarterly basis

10.4. The Contractor shall also conduct failure investigations and submit a report to Employer along with Action Plan for avoiding repetition of such failures

10.5. The Contractor shall develop a suitable mechanism for managing day-to-day maintenance activities. This shall include Maintenance Planner, Scheduling, Equipment History, Failure History etc.,

11. Safety audit

11.1. The Contractor shall conduct internal safety audit on both the Safety Management system and the internal site conditions to ensure safe working of system at regular intervals.

12. Transportation

12.1. The Contractor shall make his own transport arrangements for movement of Spares, Tools & Plant, Equipment and man power for this contract. No transportation facility shall be provided by BMRCL

13. Spares

13.1. The Contractor shall maintain the safety stock of spare parts during the contract period for carrying out Schedule Maintenance / Breakdown Maintenance works. The Contractor shall replace all the defective parts at no additional cost

13.2. BMRCL is having certain qty of spares. In the event of failure of any component, BMRCL may issue such spares for replacement on returnable basis. Decision of BMRCL in this regard is final

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13.3. The make and model of all the sub - components replaced shall be as per the BOQ / As-built drawings and approval of BMRCL shall be obtained

14. Tools and Tackles

Contractor's Scope

14.1. The Contractor shall maintain following but not limited to, tools and tackles throughout the period of contract. These tools and tackles shall be inspected by BMRCL at regular intervals

(1) Screw Driver Set

(2) Cutting & Nose Plier

(3) Wire Stripper

(4) Soldering Kit with Accessories

15. Testing Equipment

Contractor's Scope

15.1. The Contractor shall maintain but not limited following testing equipment throughout the period of contract for carrying out various tests during Preventive / Breakdown maintenance. The successful Bidder shall obtain approval for the Make, Model and type of Testing Instruments used from BMRCL within One Month from the date of issue of LOA. These Testing equipment shall be calibrated every year from NABL accredited laboratory

(1) Multimeter suitable for 415 V AC & 110 V DC

(2) Clamp Meter up to 100 A

15.2. The Contractor shall ensure that the Testing Equipment used for AMC activities are duly calibrated and fitness / Safety certificate from authorized agency are available

16. Consumables

16.1. The Contractor shall maintain sufficient quantity of following consumables but not limited to throughout the period of contract for carrying out Preventive/ Breakdown maintenance

1. Water sealant
2. Cotton Waste cloth
3. Cleaning agents
4. WD40 spray or equivalent
5. Electrical contact cleaner
6. Touch up paint of suitable colour for enclosure
7. Antistatic soft brush
8. Locking arrangements for enclosure
9. And any other materials for maintenance works

17. Reliability, availability and maintainability

17.1. The Contractor shall maintain the equipment covered under scope in such a way that following parameters are achieved to ensure trouble free service throughout the Contract period. The Contractor shall maintain following Key Performance Indicators (KPI) which will be linked up with payment.

17.2. Key performance Indicators (KPI) will be assessed based on the table given below

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KPI	Description	Marks
A	Carrying out Scheduled Maintenance as per Latest approved Maintenance Schedule for the Quarter Period	50
B	Record keeping and furnishing the details of CAMC works completed in approved format	20
C	Safety Equipment (PPE) & Personnel Behaviors	10
D	Tools	10
E	Consumables	10

17.3. Based on the details given below Contractor shall submit the self-evaluated KPI with supporting documents. Employer shall verify the correctness and certify the same

SN	KPI	Conditions	Marks
A.	Carrying out Scheduled Maintenance as per Latest approved Maintenance Schedule for the Quarter Period	All Scheduled maintenance activities are carried out as per planned target	60
		All Scheduled maintenance activities are carried out except One station /depot	45
		All Scheduled maintenance activities are carried out except Two station /depot	30
		All Scheduled maintenance activities are carried out except Three or more station /depot	0
B.	Record keeping and furnishing the details of CAMC completed in approved format	90% to 100%	20
		75% to 89%	15
		50% to 74 %	10
		< 50%	0
C.	Safety Equipment (PPE) & Personnel Behaviors	90% to 100%	10
		75% to 89%	8
		50% to 74%	5
		< 50%	0
D.	Tools	90% to 100%	10
		75% to 89%	8
		50% to 74%	5
		< 50%	0
E.	Consumables	90% to 100%	10
		75% to 89%	8
		50% to 74%	5
		< 50%	0

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Note:

1. If the Scheduled maintenance is not carried out more than three stations / depot in a given quarter is considered as poor performance of the contract and BMRCL may Terminate the Contract.
2. If the Breakdown maintenance not carried out more than three failures in a given Quarter is considered as poor performance of the contract and BMRCL may Terminate the Contract

18. Contract Price and Terms of Payment

18.1. The Price quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

18.2. The payment to contractor shall be made on Quarterly Basis

18.3. 25% (1/4th) of the unit rate of all the BOQ items for the respective year shall be paid on a pro-rata basis subject to KPI Score

18.4. Payment shall be made only after completion of Maintenance of the Equipment covered under Contract as per Latest approved Maintenance Schedule for the Quarter Period. Contractor may submit the Revised Schedules for BMRCL approval. BMRCL decision is final in this regard

18.5. Following documents shall be submitted for arranging payment

I. Self-evaluated KPI form

II. Joint inspection report of Tools, Test Equipment and Consumables

III. Log sheets / checklists submitted as proof for completion of maintenance. Hard Copy of the filled scheduled maintenance checklists having authorized signatory shall be furnished

IV. Breakdown maintenance reports

V. Insurance Copies for the items supplied (wherever applicable)

18.6. Due payment after completion of each quarter after making any recoveries / penalties shall be made to the Contractor

18.7. No payment to the Contractor shall be released till the Contractor submits the bill for the work done

18.8. Proportionate payment shall be deducted from the Contractor's bill if any work is found to be not done / is incomplete or is unsatisfactory, as adjudged by the BMRCL

18.9. BMRCL may also, at their discretion get such defective / deficiency work done at the risk & cost of the contractor and recover the actual amount spent plus 20% of actual spent amount including all actual BMRCL establishment charges, from the Contractor's bills

18.10. Repeated lapses in doing the work satisfactorily shall result in rescinding the Contract as per the Bid Terms & Conditions

18.11. The payment as per the bill raised by the contractor will depend upon the overall score obtained by the contractor

18.12. Details of payment evaluation are as under

Sl. No	Total Marks Scored as per KPI (A+B+C+D+E)	% of payment
1	95 – 100	100%

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Sl. No	Total Marks Scored as per KPI (A+B+C+D+E)	% of payment
2	90 – 94	95%
3	80 – 89	90%
4	70 – 79	80%
5	60 – 69	70%
6	50 – 59	50%
7	< 50	0%

19. Penalty

19.1. The Employer may deduct Penalty imposed from payments due to the Contractor. Payment of Penalty does not affect the Contractor's liabilities

19.2. This penalty shall not relieve the Contractor from his obligation to execute the works or from any other of his obligations and liabilities under the contract. The decision of BMRCL regarding levy of penalty shall be final and binding

19.3. During the Contract period, if any equipment remains out of service for the period stated herein then BMRCL shall impose a penalty as under

19.4. BMRCL has rights to waive off the penalty based on genuine reasons not attributable to contractor. In such case contractor shall write letter with details reason explaining inability of contractor for completion of work within target time

Activity	Target time	Time	Penalty (in INR)
Normal scheduled Power block activities.	**0 min** beyond Approved power block	> 0 min & < 30min other than first time in a month	₹ 500.00 per case
		> 30 min & < 60 min	₹ 1000.00 per case
		> 60 min	₹ 2,000.00 per case
Response Time for all Service calls.	**4 hour.**	> 4 hour	₹ 1000.00 per case
Major Activity – Failure of Both Battery Chargers in a station/depot	Rectification within Five (5) hours from the time of intimation.	> 5 hours	₹ 5,000.00 per case
		> 10 hours	₹ 15,000.00 per case
Major Activity - Failure of one Battery Charger in a station/depot	Rectification within 24 hours from the time of intimation.	> 24 hours	₹ 5,000.00 per case
		> 48 hours	₹ 15,000.00 per case
Minor Activity – Repair / Replacement of defective items in any Battery Charger in	4 days from the time of intimation.	> 4 days	₹ 1,000.00 per case

Activity	Target time	Time	Penalty (in INR)
Station such as Voltmeters, Ammeter, Indication Lamp, Door Limit Switch, cards or any other items which do not affect 110 V DC output power supply of Battery Charger			
Any incident that caused (or had the potential to cause any) Interruption to Train Services, if the reason attributable to Contractor's negligence in Preventive / Breakdown maintenance.	-	-	₹ 25,000.00 per case

19.5. The penalty shall be levied and deducted from the due payments of the contractor irrespective of their KPI score and percentage of payment

19.6. The decision of BMRCL regarding levy of penalty shall be final and binding. However maximum amount of penalty liveable shall be 10% of the total contract value.

20. Access to the site

20.1. Security and Passes

i. Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The Contractor shall, maintain list of his employees shall satisfy the BMRCL as to the bonafides of such people, and submit to the BMRCL on demand

ii. BMRCL shall at his discretion have the right to issue passes/ID Cards as per rules and regulations of the installation, area in force to Contractor

iii. Contractor's maintenance staff shall wear uniform and shall display identity card with photograph issued by the Contractor while entering the BMRCL premises

iv. The Contractor employees are required individually to be in possession of an identity Card or Pass duly verified/ issued by the BMRCL. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area

v. Contractor shall be responsible for the conduct and action of his workmen, agents or representatives

vi. Passes / ID Cards shall be returned at any time on demand by the BMRCL (if issued) or the authorities concerned and, in any case on completion of work

vii. The Contractor employees shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing, etc., nothing extra shall be admissible for any man hours, etc., lost on this account

20.2. **Conditions of working in Restricted Area**

Work under this Contract lies in restricted area

20.3. **Visit to Site within the Restricted Area**

Permission to enter the restricted areas at the time of submission of Bids can be obtained through the BMRCL. Bidders are advised to send prior intimation of their representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission. Whether a Bidder visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/ exit from and working within the restricted area

20.4. **Entry / Exit**

The Contractor his agents/ representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The Contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas

20.5. **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area

21. Electric Supply

21.1. For Routine Works of Preventive Maintenance and attending Breakdowns, Electricity will be provided Free of Cost and can be tapped from the nearest available Power Supply Sockets duly following all safety precautions. No other works other than the works connected to the contract should be carried out in the BMRCL Premises.

21.2. Electricity and water facility (wherever available) will be provided free of cost for the office/store allotted to contractor within the BMRCL premises.

22. Inspections and Tests

22.1. Inspections and tests at final acceptance are as follows.

i. The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the Contract and the General Conditions of Contract.

ii. In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

23. Variations

23.1. Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

24. Taxes and Duties

24.1. The Contract Prices are all inclusive i.e. all taxes, duties, local levies / transportation / loading-unloading charges etc. except GST.

24.2. Break up of GST shall be indicated by the Contractor shall undertake that the Goods and Services Tax (GST) charged is not more than what is payable under the provision on the relevant Act or

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the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

24.3. Bidders are advised to check applicable GST on their own before furnishing the invoice. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

24.4. **Income Tax deduction**: As per the prevailing rate shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

24.5. **Change in Law**: "Change in Law" means the occurrence or coming into force of the following, at any time after the last Date of Submission of Bid. Due to the new tax regime (GST) when introduced after the commencement of work in pursuance of this contract and in the course of execution this contract but before completion of this contract, the contractor shall reduce the excise duty element on the material component and additional Custom Duties, if any, and rework the contract price. On the reworked contract price, BMRCL shall reimburse the taxes viz: Integrated Goods and Service Tax (IGST), Central Goods and Service Tax (CGST) & State Goods and Service Tax (SGST), as are claimed in each of the Interim Payment Certificate (IPC)/Running Bill.

24.6. The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Tender Price.

24.7. Contractors shall be entirely responsible for license fees, octroi, road permits, etc., incurred until completion of the whole of the Works and handover to the Employer.

24.8. The successful Bidder shall maintain complete records of duties, other taxes and levies, etc; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

24.9. Entry Tax payment challans in relation to this Contract are to be enclosed along with the respective bills for payment.

25. Use of contract documents and information; inspection and audit by the government

25.1. Security of Classified Documents: The Contractor shall not communicate any classified information regarding AMC work to others without prior approval of Engineer. The Contractor shall also not make copies of the design / drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of Contract. The Contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents and the Tenderer shall Execute Non-Disclosure Agreement.

26. Approved Materials

26.1. The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The Contractor shall produce original receipt voucher of the same.

26.2. The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer’s markings.

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SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.

The following documents are also part of the Contract:	**Clause Reference**
1. The Schedule of Operating and Maintenance Manuals	N/A
2. The Methodology and Program of Construction	N/A
3. Site Investigation Reports	N/A
4. The Schedule of Key and Critical Equipment to be deployed on the work as per agreed program of construction.	N/A
5. The Employer Name & Address:	[ITT Cl 1.1]
6. The name and identification number of the Contract is	[ITT Cl 1.1]
7. The start date shall be the date of issue of notice to proceed with the work.	[Section 4]
8. The Intended Completion Date for the whole of the Works is _____	[17, 26]
9. Milestone dates:	N/A
10. The Site Possession Date is:	[CC Cl 21]
11. The Site is located at	[Cl 6 Section8]
12. The Defects Liability Period	[N/A]
13. Insurance requirements are as under:	[CC Cl 13]
14. The liquidated damages for the items to be supplied: (for the corresponding BOQ item)	[0.5% per week]
15. Price Adjustment Formula:	[N/A]

-x-x-x-

SECTION 7: SPECIFICATIONS AND SCOPE OF WORK

1. Preamble

1.1. The proposed Contract is for providing maintenance services for Battery Chargers and UPS of make Dubas in Auxiliary, Traction and Receiving Sub Stations of BMRCL with trained man power.

1.2. This Comprehensive Annual Maintenance Contract is for the period of Five (05) Years based on year wise accepted rates, terms & conditions of the contract.

2. Scope of work

2.1. The Annual Maintenance Contract is for the period of Five years and includes Four Schedules.

2.2. The Scope Covers Preventive Maintenance and any number of Corrective / Breakdown Maintenance Activities for a period of 5 years including usage of recommended consumables & replacement of defective items at No Additional Cost

2.3. Any replacement of items will be based on Joint Inspection by Contractor Authorized representative and BMRCL Engineer-in-charge

2.4. The Contractor shall follow OEM recommended procedure for the Replacement activities of the spares

2.5. The contractor shall submit the root cause of the failure and action taken to avoid recurrence soon after rectification

2.6. Details of the Equipment along with population and location covered under the proposed Contract are detailed in Cl 3 of Section 8 : Drawings

2.7. The Proforma of Checklists is detailed at Cl 4 of Section 8 : Drawings

3. Permit to work

3.1. All Preventive / Breakdown Maintenance activities shall be carried by the Contractor under the supervision of BMRCL representative only.

3.2. Permit to work / Power block from TPC / OCC shall be availed by BMRCL supervisor only.

3.3. All Preventive / Breakdown Maintenance activities shall be carried out under the PTW availed by BMRCL supervisor only.

4. Charging clearance

4.1. After completion of Preventive/ breakdown maintenance, the Contractor shall give charging clearance in the prescribed format of the equipment to the Employer before putting back the equipment into service/ operation.

4.2. The Contractor shall be present at site after completion of work, till the panel / equipment is charged / energized.

5. General

5.1. The Contractors are advised to keep all equipment covered under contract in 100% functional condition along with the redundancy available in the system. The contractor should formulate the mechanism for periodical observation of all the equipment as per scope of work for visual inspection for abnormalities, apart from carrying out scheduled maintenance.

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5.2. In order to ensure that the system will meet the Reliability, Availability, Maintainability & Safety targets. The Contractor shall conduct a detailed Maintenance Requirement Analysis to derive a complete list of preventive maintenance schedules and procedures including but not limited to the activities indicated in the check list. The Maintenance Requirement Analysis shall identify for each system function the potential functional failures, the failure consequences and the appropriate maintenance approach.

5.3. One-day Training shall be imparted to contractor's staff on familiarization of BMRCL network by BMRCL and once in a year, refresher training to contractor's staff pertaining safety procedures, precautions at work and in BMRCL Premises.

5.4. The contractor has to organize one-day training for BMRCL departmental staff which includes brief introduction to the Technologies / Technical up gradation of assembly / sub assembly of Equipment and Accessories and safety measures to be followed. However, prior approval of Engineer in charge shall be obtained for the course content and any additions & deletions can be done to incorporate the present technologies.

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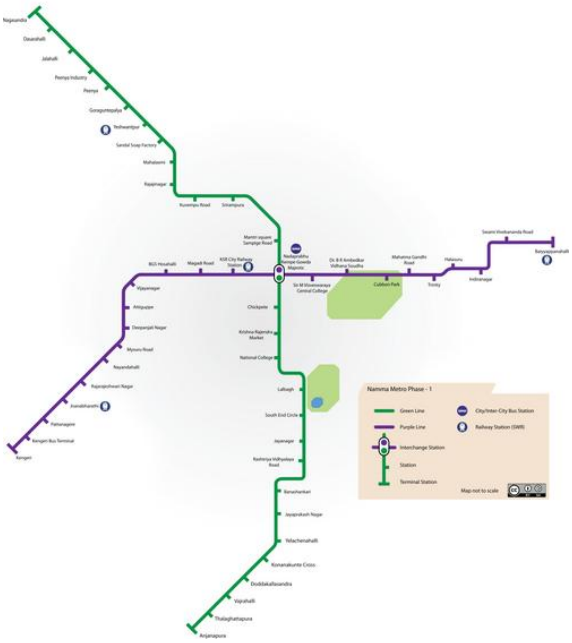
SECTION 8: DRAWINGS

1. Phase-1 Map



2. List of Assets

SN	Description	UOM	Qty
1	Battery Charger for Baiyappanhalli RSS, Mysore Road GIS and Puttenahalli RSS Rating 3 X 110 V, 100 A	Nos	3
2	Battery Charger for R1, R2, R3B, R4, UG1 and UG2 Stations Rating 2 X 110 V, 100 A	Nos	22
3	Battery Charger for R1, R2, R3B, R4, UG1 and UG2 Stations Rating 2 X 110 V, 50 A	Nos	20
4	UPS for Baiyappanahalli RSS, Mysore Road GIS, Peenya RSS and Puttenahalli RSS	Nos	4

3. Details of the Equipment along with population stationwise

SN	Station	Station Code	Reach	Qty (Set)	Equipment Rating
1	Baiyappanahalli RSS	BYPR	R1	1	3×110V, 100 Amp
2	Mysore Road GIS	MYRR	R2	1	3×110V, 100 Amp

SN	Station	Station Code	Reach	Qty (Set)	Equipment Rating
3	Puttenahalli RSS	PUTR	R4	1	3×110V, 100 Amp
4	Baiyappanahalli TSS	BYPH	R1	1	2×110V, 100 Amp
5	S V Road TSS	SVRD	R1	1	2×110V, 100 Amp
6	Halasuru TSS	HLRU	R1	1	2×110V, 100 Amp
7	Trinity TSS	TTY	R1	1	2×110V, 100 Amp
8	MG road TSS	MAGR	R1	1	2×110V, 100 Amp
9	Magadi Road TSS	MIRD	R2	1	2×110V, 100 Amp
10	Hosahalli TSS	HSLI	R2	1	2×110V, 100 Amp
11	Vijayanagar TSS	VJN	R2	1	2×110V, 100 Amp
12	Attiguppe TSS	AGPP	R2	1	2×110V, 100 Amp
13	Mysore Road TSS	MYRD	R2	1	2×110V, 100 Amp
14	Cubbon park TSS	CBPK	UG2	1	2×110V, 100 Amp
15	Vishweshwaraiah TSS	VSWA	UG2	1	2×110V, 100 Amp
16	Kempegowda TSS-1	KGWA	UG2	1	2×110V, 100 Amp
17	Nagasandra TSS	NGSA	R3B	1	2×110V, 100 Amp
18	Jalahalli TSS	JLHL	R3B	1	2×110V, 100 Amp
19	Baiyyapanahalli OCC	OCC	R1	1	2×110V, 50 Amp
20	Baiyyapanahalli Depot ASS	BYPD	R1	1	2×110V, 50 Amp
21	Indiranagar ASS	IDN	R1	1	2×110V, 50 Amp
22	Deepanjalinagar ASS	DJNR	R2	1	2×110V, 50 Amp
23	Dasarahalli ASS	DSH	R3B	1	2×110V, 50 Amp
24	Cubbon park ASS	CBPK	UG2	1	2×110V, 50 Amp
25	Vidhansoudha ASS-1	VDSA	UG2	1	2×110V, 50 Amp
26	Vidhansoudha ASS-2	VDSA	UG2	1	2×110V, 50 Amp
27	Vishweshwaraiah ASS	VSWA	UG2	1	2×110V, 50 Amp
28	Kempegowda ASS-1	KGWA	UG2	1	2×110V, 50 Amp
29	City Railway Station ASS-1	BRCS	UG2	1	2×110V, 50 Amp

SN	Station	Station Code	Reach	Qty (Set)	Equipment Rating
30	City Railway Station ASS-2	BRCS	UG2	1	2×110V, 50 Amp
31	Yelachenahalli TSS	PUTH	R4	1	2×110V, 100 Amp
32	JP Nagar TSS	JPN	R4	1	2×110V, 100 Amp
33	RV Road TSS	RVR	R4	1	2×110V, 100 Amp
34	Jayanagar TSS	JYN	R4	1	2×110V, 100 Amp
35	Lalbhag TSS	LBGH	R4	1	2×110V, 100 Amp
36	Kempegowda TSS-2	KGWA	UG1	1	2×110V, 100 Amp
37	KR Market TSS	KRMT	UG1	1	2×110V, 100 Amp
38	Banashankari ASS	BSNK	R4	1	2×110V, 100 Amp
39	South End Circle ASS	SECE	R4	1	2×110V, 50 Amp
40	National College ASS	NLC	R4	1	2×110V, 50 Amp
41	Kempegowda ASS-4	KGWA	UG1	1	2×110V, 50 Amp
42	Kempegowda ASS-5	KGWA	UG1	1	2×110V, 50 Amp
43	KR Market Station ASS	KRMT	UG1	1	2×110V, 50 Amp
44	Chickpete Station ASS-1	CKPE	UG1	1	2×110V, 50 Amp
45	Chickpete Station ASS-2	CKPE	UG1	1	2×110V, 50 Amp
46	Baiyyapanahalli RSS	BYPR	R1	1	10 KVA UPS
47	Mysore Road GIS	MYRR	R2	1	10 KVA UPS
48	Peenya RSS	PUTR	R3	1	10 KVA UPS
49	Puttenahalli RSS	PNYR	R4	1	10 KVA UPS
50	**Total**			**49**	

4. Proforma Checklist

Preventive maintenance of following equipment shall be carried out as per check list given below. The contractor can carry out additional checks for maintaining healthiness of the system at no extra cost.

SN	Check Points	Remarks
A	**Quarterly**	
1	Before shutdown check the readings of the meters and	

	all the indicating lamps (Record if abnormality is found).		
2	Inspect components & wiring for discoloration or insulation damage, abnormal sound and overheating.		
3	Check the locking arrangement of charger panel door & gasket condition.		
4	After shutdown, Check the tightness of all connectors, power and control terminals & fasteners.		
5	Clean the Battery charger components including louvers, air inlets & air filters with air blower.		
6	Check for the healthiness of cooling fans.		
7	Check the charging current setting for Float to Boost changeover and vice versa.	Float to Boost	____Amps
		Boost to Float	____Amps
8	Check the voltage settings in FLOAT and BOOST mode.	Float Voltage	____Volts
		Boost Voltage	____Volts
9	Record Connected Load current.	Load current	____Amps
10	Check the Automatic Changeover function of the battery charger between FCBC-1, FCBC-2, Standby Charger (in case of RSS only) & vice-versa in case of failure of any one of the battery chargers.		
11	Simulate and verify alarm signals in SCADA.		
12	Check physical condition of all the components like transformers, chokes, capacitors, PCBs, etc., shall replace if damaged/ burnt/ not working.		
13	Observe the Battery charger for 30 min with connected load.		
Remarks:			
Defective Parts:			
Replaced Parts:			

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SECTION 9: BILL OF QUANTITIES / PRICE SCHEDULE

INSTRUCTIONS FOR COMPLETING PRICE SCHEDULE (SECOND ELECTRONIC DOCUMENT)

(1) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (eProcurement portal) only and no hardcopy of commercials should be attached or disclosed elsewhere.

(2) The total Tender price shall be inclusive of all applicable Taxes and duties under the applicable Acts but **exclusive of CGST & SGST**. BMRCL shall pay the applicable CGST & SGST as per law.

(3) The Prices shall be quoted rounding off to nearest two decimal places only, so as to match the total amount or closest to the total amount

(4) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITT Clause 11.2 and CC Clause 37.2).

(5) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.

(6) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern. [ITT Clause 24.1(a)]

(7) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]

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SECTION 10: ADDITIONAL DOCUMENTS

ADDITIONAL DOCUMENT – 1	FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING
ADDITIONAL DOCUMENT – 2	UNDERTAKING
ADDITIONAL DOCUMENT – 3	CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA
ADDITIONAL DOCUMENT – 4	FINANCIAL DATA
ADDITIONAL DOCUMENT – 5	DETAILS OF BIDDER AND BANK ACCOUNT
ADDITIONAL DOCUMENT – 6	CHECKLIST
ADDITIONAL DOCUMENT – 7	FORM OF TENDER SECURING DECLARATION
ADDITIONAL DOCUMENT – 8	FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT

Additional Document – 1

FORMAT OF DECLARATION TOWARDS LITIGATION / ARBITRATION / DEBARMENT / BLACKLISTING

(letterhead paper of the Tenderer)

We, M/s. ..... [Name of the Bidder]……, herein after called “the Contractor”, do hereby affirm and declare that we have NOT been involved in any Litigation / Arbitration AND NOT been Black listed /Debarred by any Government / Government undertaking / Semi-Government / Govt. Controlled Institutions/Projects/ Reputed private organizations in India.

In case it is found that above statement is not true, any time during effect of this Bid or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Security Deposit (Performance Security) at its discretion**.**

Place:

Date:

Signature of the Bidder

Name:

Designation:

Seal of the Company:

Phone:

Additional Document – 2

UNDERTAKING

(letterhead paper of the Tenderer)

We, M/s …… [Name of the Bidder] ……. herein after called “the Contractor”, do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Bid document while performing the contractual obligations relating to ……...(Name of the work)…….. of BMRCL, Bangalore. We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Bid submittals do not contain any deviation or amendment or modification or change of any type whatsoever with Bid conditions and specifications.

We, also hereby affirm and declare that we have NOT been under any type of liquidation, court receivership or similar proceedings, not has been bankrupt.

In case it is found that above statement is not true, any time during effect of this Bid, BMRCL reserves its rights to reject our Bid**.**

Place:

Date:

Signature of the Bidder

Name:

Designation:

Seal of the Company:

Phone:

Additional Document – 3

CERTIFICATE FOR COMPLIANCE OF RESTRICTIONS IN REGARD TO PROCUREMENT FROM BIDDERS FROM COUNTRIES SHARING LAND BORDERS WITH INDIA

[letterhead paper of the Tenderer]

I/We *M/s..... [**Name of the Bidder**] ……., herein after called "the Contractor", have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India (Restrictions in regard to procurement from the Bidders from countries sharing land borders with India and in this regard I/We certify that

(Please tick either (a) or (b) below as applicable and strike out the option which is not applicable)

a. I/We certify that I am not from such a country; ☐

(or)

b. I/We am from such a country and have been registered with the Competent Authority. I/We hereby certify that I/We fulfil all requirements in this regard and eligible to be considered. Evidence of valid registration by the Competent Authority is attached. ☐

Place:

Date:

Signature of the Bidder

Name:

Designation:

Seal of the Company:

Phone:

Additional Document – 4

FINANCIAL DATA

(Tenderer must fill in this form)

Tenderer's name …… Date……

S.N.	Description	Financial Data for Latest Last five (5) Years (in INR)				
		2020-21	2021-22	2022-23	2023-24	2024-25
1.	Total Assets					
2.	Current Assets					
3.	Total Liabilities					
4.	Current Liabilities					
5.	Total revenue					
6.	Profits Before Interest & Taxes					
7.	Profit before taxes after Interest					
8.	Profits After Taxes					
9.	Net Worth*					
10.	Working Capital [=2 - 4]					
11.	Cash Flow from operating activities					
12.	**Annual Turnover**					

***Net worth** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities, premium account after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.*

- Attached copies of the audited balance sheets, including all related notes, income statements for the last five years, as indicated above, complying with the following conditions.
  - Financial statements must be audited by a certified chartered accountant
  - Financial statements must be complete, including all notes to the financial statements.
  - Financial statements must correspond to accounting periods already completed and audited (no statements for partial periods will be accepted).
  - **Additional Document - 4 to be signed by the practicing Chartered Accountant.**

- Financial data of each year submitted in foreign currency shall be converted to Equivalent INR at the exchange rate of 'Reserve Bank of India' prevailing on 31st March/ 31st December of the respective financial year.

Signature of the Bidder

Additional Document – 5

DETAILS OF BIDDER AND BANK ACCOUNT

- Name of the Firm/Bidder:
- Contact person:
- Mobile No.:
- Email ID:
- Name of the account to which amount to be remitted:
- Complete Address:
- Name of the Bank:
- Branch:
- Address of the Bank Branch:
- Account Type:
- Account Number:
- IFS Code of the Bank Branch:
- MICR Code of the Bank Branch:
- Whether a cancelled Cheque of the Bidder / Firm is submitted: Yes or No (please tick)
- PAN No:
- GSTIN:
- UDAYM-MSME Reg No

Certified that the information furnished above is correct.

Signature of the Bidder

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Additional Document – 6

CHECK LIST

(A) The following check list is intended to help the Bidders in submitting offer which are complete. An incomplete offer is liable to be rejected. Bidders are advised to go through the Bid documents and the list carefully and take necessary action.

(B) Bidders are also required to upload of the checklist, duly marked, along with their offer.

The Bid submittals shall consist of the following:

a.	Earnest Money Deposit.	Submitted / Not Submitted
b.	Notarized Power of Attorney / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Bid submittals.	Submitted / Not Submitted
c.	Copy of PAN card.	Submitted / Not Submitted
d.	Copy of GST Registration Certificate.	Submitted / Not Submitted
e.	Evidence of Bidder as per Qualification Requirements (Clause 3 of ITB).	Submitted / Not Submitted
f.	Declaration towards Litigation / Arbitration /Debarment / Blacklisting on the Bidder's Letter Head as per **Additional Document – 1.**	Submitted / Not Submitted
g.	Undertaking as per **Additional Document – 2**	Submitted / Not Submitted
h.	Certificate For Compliance of Restrictions in Regard to Procurement From Bidders From Countries Sharing Land Borders With India as per **Additional Document – 3.**	Submitted / Not Submitted
i.	Financial data signed by CA as per **Additional Document – 4.**	Submitted / Not Submitted
j.	Banker's Certificate as per Section 3 Cl 1.10	
k.	'Form of Tender' on letterhead paper of the Tenderer (Section 4)	Submitted / Not Submitted
l.	Details of Bidder and Bank Account of Bidder **Additional Document – 6** along with cancelled cheque.	Submitted / Not Submitted
m.	Schedule of Prices / Price Schedule through E-Procurement Portal as per Section 9	Submitted / Not Submitted

Note: - The above list is not exhaustive, any other document/s which are required as per the Bid document shall be submitted.

Signature of the Bidder

Additional Document - 7

FORM OF TENDER SECURING DECLARATION

(letterhead paper of the Tenderer in case of Tenderer claims MSE exemption under ITT Clause 13.7)

Tender No.: _____ Date: _____

To:

Bangalore Metro Rail Corporation Ltd (O&M Wing)

Baiyappanahalli Depot, Administrative Building,

Near NGEF Signal, Old Madras Road, Baiyappanahalli,

Bangalore- 560038, Karnataka, India.

I/We, the undersigned, declare that:

I/We understand that, according to the Tender conditions, Tenderers must be submitted with a Tender - Securing Declaration.

I/We accept that I/we will automatically be suspended/debarred from participating in the Tendering process in any Tender of BMRCL for the period of **two (2) years starting from the day of suspension/ debarment**, if I/we am/are in breach of our obligation(s) under the Tender conditions, because I/we:

(a) have withdrawn, modified, amended, impaired or derogated our Tender during the period of Tender validity specified in the Form of Tender or any extension thereto provided by us; or

(b) do not accept the correction of errors in pursuant to ITT clause 24; or

(c) having been notified of the acceptance of our Tender by the Employer during the period of Tender validity,

(i) fail or refuse to furnish the Security Deposit, in accordance with the ITT clause 29; or

(ii) fail or refuse to sign the Contract agreement, if required,

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the Tender for and on behalf of: _____

Dated on _____ *day of* _____, _____

Corporate Seal (where appropriate)

Additional Document – 8

FORM FOR SEEKING PRE-BID CLARIFICATION ON TENDER DOCUMENT

Name of the Tenderer: .....

SN	Page No.	Section No.	Clause No.	Tender Condition	Tenderer's Queries
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

……..……

……..….

Signature of the Tenderer

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SECTION 11 : FORMAT OF BANK GUARANTEE

Annexure – 1

FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

To

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)

ADMIN BUILDING, BAIYAPPANAHALLI DEPOT,

OLD MADRAS ROAD, NEAR NGEF BUS STOP,

BAIYAPPANAHALLI, BANGALORE - 560 038.

KARNATAKA, INDIA.

1. **WHEREAS "**……*(Name and Address of the Tenderer)* ……..*"* (herein after called the "Tenderer") has undertaken for submission of Tender in pursuance of Contract No. …… (*Work of* ……...*)* Bangalore Metro Rail Project to be specified) (hereinafter called "the Tender")

2. **AND WHEREAS** it has been stipulated in the concerned Tender notification issued by Bangalore metro Rail Corporation Limited (BMRCL) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, herein after called the Employer) to the Tenderer that the Tenderer shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee as per the conditions of the Tender, from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 r/w second schedule for, the sum specified herein below as Tender security for compliance of the obligation and performance, in accordance with the concerned Tender conditions.

3. **AND WHEREAS we…… (the name and full address of the Bank including Email address) …… having registered office at …… (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the Contractor such a Bank Guarantee, drawn and payable at Bangalore …… through Bangalore Branch.**

4. **NOW therefore, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL)** and their successor, on behalf the Tenderer up to a total sum of Indian Rupees of Rs. …… (*amount of Guarantee to be specified in figure and words*)…….. and we hereby further unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of Indian Rupee…….. (*Bank guarantee amount to be specified*) as aforesaid without your needing to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified therein.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

Name of the Bank, Branch and contact details Address
Telephone no: & Fax No:
E-mail Address
Branch Manager Name& Mobile No:
Bank Zonal Office Address, Telephone No, Fax Number,
E-mail Address

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6. “This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date”.

7. The Bank is liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL). The Bank will pay the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Tenderer and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Tenderer.

8. BMRCL shall have full rights to encash this Bank Guarantee at any time during the guarantee period and the Tenderer shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer (BMRCL). The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Tenderer and without referring the matter to the Tenderer.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction to adjudicate disputes arising out of encashment of the Guarantee, and we, the said Bank, undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Tenderer or change in the constitution of the issuing bank

11. This guarantee is executed and issued by Shri …… who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being……...

12. The Banks liability under this Guarantee shall not exceed the amount of INR…… (to be specified in words and figures……).

13. This guarantee shall be valid for (period to be specified) till ……(Period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the first occurrence of either of the following events:

a) Payment by the Bank of the Guaranteed sum in full to the Employer/ BMRCL

or

b) Receipt of written communication from the Employer/BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

SIGNATURE AND SEAL OF THE GUARANTOR
NAME OF THE BANK……
ADDRESS……

Note:

1. *The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.*
2. *The Bank Guarantee shall be from an Indian Scheduled bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, preferably drawn on and payable & extendable at a designated branch at Bangalore only.*

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ANNEXURE – 2

FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

To,

BANGALORE METRO RAIL CORPORATION LIMITED (BMRCL)
ADMIN BUILDING, BAIYAPPANAHALLI DEPOT,
OLD MADRAS ROAD, NEAR NGEF BUS STOP,
BAIYAPPANAHALLI, BANGALORE - 560 038.
KARNATAKA, INDIA.

1. **WHEREAS"**……*(Name and Address of the Contractor) ……....."* (herein after called the "Contractor") has undertaken for due performance of Contract, in pursuance of Contract No…… (*Description of the Contract work of Bangalore Metro Rail Project to be specified)* (Herein after called "the Contract")

2. **AND WHEREAS** it has been stipulated in the concerned Contract awarded by Bangalore Metro Rail Corporation Limited (BMRCL) hereinafter called the "Employer" which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor that the Contractor shall furnish to EMPLOYER (BMRCL) with a Bank Guarantee for due performance of Contract from an Indian scheduled Bank (excluding Cooperative Bank) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule for, the sum specified herein below as security for compliance of the obligation and performance of the Contractor, in accordance with the concerned Contract.

3. **AND WHEREAS** we…… *(The name and full address of the Bank including Email address)* having registered office at …….. (hereinafter referred to as the issuing Bank) which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, do hereby agree to give the EMPLOYER (BMRCL) on behalf of the Contractor such a Bank Guarantee, drawn and payable at Bangalore ……. through our Bangalore ..... Branch.

4. **NOW therefore**, we hereby affirm that we are the guarantor and responsible to EMPLOYER (BMRCL) and their successors, on behalf of the Contractor up to a total sum of …… (*Amount of Guarantee to be specified in figure and words*), such sum being payable in the respective currencies in which the Contract Price is payable. Further, we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without you being required to prove or to show grounds or reasons for your demand, by depositing/crediting to the Current A/c. of EMPLOYER (BMRCL), the sums specified.

5. This Bank Guarantee is encashable or extendable at our designated Branch in Bengaluru (Bangalore) Karnataka, India, as mentioned below:

   Name of the Bank, Branch and contact details

   Address
   Telephone no: & Fax No:
   E-mail Address
   Branch Manager Name& Mobile No:
   Bank Zonal Office Address, Telephone No, Fax Number,
   E-mail Address

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6. "This Bank Guarantee shall be encashed unless renewed by the Contractor at the request of the Employer, before the due date".

7. BMRCL shall have rights to encash this Bank Guarantee at any time during the guarantee period and the Contractor shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the Employer. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the EMPLOYER (BMRCL), without the consent of the Contractor and without referring the matter to the Contractor.

8. The Bank shall be liable to pay the EMPLOYER (BMRCL), any amount up to and inclusive of the aforementioned full amount upon written order from the EMPLOYER (BMRCL) to indemnify the BMRCL for any liability of damage resulting from any defects and/or shortcomings of the Contractor and/or the debts the Contractor may have incurred, to EMPLOYER (BMRCL) and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the EMPLOYER (BMRCL) immediately on demand without delay without reference to the Contractor and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the Contractor.

9. Courts at Bangalore, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of encashment of the Guarantee, and we, the said Bank undertake not to revoke this Guarantee during its currency, except with the previous consent of the Employer in writing and agree that any change in the constitution of the Bank shall not discharge our liability hereunder.

10. This Bank Guarantee will not be discharged due to the change in the constitution of the Contractor or change in the constitution of the issuing bank.

11. This Deed of guarantee is signed and executed by Shri …….…… who is/are authorized by the Bank for issuing the guarantee in its behalf and his ID No. and Email address being ……...

12. The Bank's liability under this Guarantee shall not exceed the amount of INR ……...……. (to be specified in words and figures……..……)

13. This guarantee shall be valid for (period to be specified) till …….…… (period to be mentioned).

14. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

15. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the Employer/BMRCL

    or

    b) Issue of written communication by the Employer / BMRCL, to the issuing Bank, along with the Original Bank Guarantees discharging the Bank of its liability covered by this Bank Guarantee.

Date: SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF THE BANK.……

ADDRESS……

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Note:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, who issue the Bank Guarantee.

2. The Bank Guarantee shall be from an Indian Scheduled Bank (excluding Co-operative banks) or from a Scheduled Foreign Bank as defined in section 2(e) of RBI Act,1934 read with second schedule, preferably drawn on and payable & extendable at a designated Branch a Bangalore only.

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